

**CITY OF SEATTLE**

**ORDINANCE** \_\_\_\_\_

COUNCIL BILL 118083

AN ORDINANCE vacating a portion of Terry Avenue North, on the petition of the Seattle Department of Parks and Recreation (Clerk File 310009); designating the vacated portion of Terry Avenue North and Westlake Avenue North as an addition to Lake Union Park, and placing it under jurisdiction of the Department of Parks and Recreation.

WHEREAS, the City of Seattle, Department of Parks and Recreation ("Parks") filed a petition under Clerk File 310009 to vacate a portion of Terry Avenue North and Westlake Avenue North in South Lake Union; and

WHEREAS, following a December 1, 2009 public hearing on the petition, the Seattle City Council ("City Council") conditionally granted the petition on December 7, 2009; and

WHEREAS, Parks has entered into a Memorandum of Understanding with Seattle Public Utilities for the operation and maintenance of underground water, drainage, and wastewater facilities in the vacated portion of Terry Avenue North; and

WHEREAS, Parks has granted an easement to Puget Sound Energy to maintain a gas line within the easement; and

WHEREAS, Parks and Seattle City Light entered into an inter-departmental agreement that addresses maintaining electrical service within the vacated portion of Terry Avenue North; and

WHEREAS, Parks has now met all conditions imposed by the City Council in connection with the vacation petition; and

WHEREAS, Ordinance 121661 provides City departments are exempt from the payment of vacation fees, therefore, no fee was required; and

WHEREAS, vacating the portion of Terry Avenue North and Westlake Avenue North for the development and enhancement of Lake Union Park is in the best interest of the public;  
NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The portion of Terry Avenue North described below is vacated:

That portion of the NE 1/4 of Section 30, Township 25 North, Range 4 East, W.M., in King County, Washington, being a portion of Terry Avenue North as shown on Sheet 8 of 11 of the Map of Lake Union Harbor (1907), Maps of Lake Union Shorelands as surveyed and platted and approved by the Board of State Land Commissioners of the State of Washington (June 4, 1907 and filed with the City of Seattle on July 1, 1907), the Supplemental Plat of Lake Union Shorelands (1933), and the Second Supplemental Maps of Lake Union Shorelands (1962), described as follows:

Terry Avenue North lying north of the northerly margin of Valley Street, between Lake Union Shore Lands Blocks 74 and 75, and lying south of the Lake Union State Inner Harbor Line.

The portion of Westlake Avenue North described below is vacated:

That portion of the NE 1/4 of Section 30, Township 25 North, Range 4 East, W.M., in King County, Washington, being a portion of Westlake Avenue North as shown on Sheet 8 of 11 on the Map of Lake Union Harbor (1907), maps of Lake Union Shorelands as surveyed and platted and approved by the Board of State Land Commissioners of the State of Washington (June 4th, 1907 and filed with the City of Seattle on July 1st, 1907), the Supplemental Plat of Lake Union Shorelands (1933), and the Second Supplemental Maps of Lake Union Shorelands (1962), as described as follows:

Commencing at the intersection of the north margin of Valley Street and the west margin of Terry Avenue North, being the southeast corner of Block 75, Lake Union Shorelands; thence N 89°41'33" W along the north margin of Valley Street a distance of 72.13 feet to the beginning of a curve to the north, and the True Point of Beginning:

Thence continuing N 89°41'33" W a distance of 170.91 feet,

Thence N 47°41'44" W a distance of 55.48 feet,

Thence N 43°05'30" E a distance of 40.13 feet to the easterly margin of Westlake Avenue north and a non-tangent point of curvature,

Thence north and west along the easterly margin of Westlake Avenue North, being a curve concave to the northeast, having a radial bearing of N 39°54'52" E, a radius of 290.00 feet and a central angle of 3°57'11", an arc distance of 20.01 feet,

Thence leaving said easterly margin S 43°05'30" W a distance of 39.99 feet,

Thence N 47°41'44" W a distance of 49.94 feet to the intersection with a line parallel with and 67.00 easterly of (as measured perpendicular to) the current monument line of Westlake Avenue North, said line being 38.00 feet distant and parallel with the easterly margin of Westlake Avenue North,

Thence N 25°55'00" W on said parallel line a distance of 140.51 feet,

1 Thence N 64°05'00" E a distance of 38.00 feet to the easterly margin of Westlake Avenue North,

2 Thence N 25°55'00" W along said easterly margin a distance of 20.00 feet,

3 Thence leaving said easterly margin S 64°05'00" W a distance of 36.61 feet to a non-tangent point of curvature,

4 Thence north and west along a curve concave to the southwest, having a radial bearing of S 67°16'23" W, a radius of 134.85 feet and a central angle of 12°01'44", an arc distance of 28.31 feet to the intersection with a line parallel with and 67.00 feet easterly of (as measured perpendicular to) the current monument line of Westlake Avenue North,

5 Thence N 25°55'00" W on said parallel line a distance of 290.07 feet,

6 Thence N 64°05'00" E a distance of 6.50 feet to a point of curvature,

7 Thence east and north along said curve, concave to the northwest, having a radial bearing of N 25°55'00" W, a radius of 21.00 feet and a central angle of 90°00'00" an arc distance of 32.99 feet to a point of tangency, said tangent being a line that is parallel with and 10.50 feet westerly (as measure perpendicular to said line) of the easterly margin of Westlake Avenue North,

8 Thence N 25°55'00" W along said line parallel with the easterly margin of Westlake Avenue North, a distance of 268.08 feet to an intersection with the north line of Block 83, Lake Union Shorelands extended westerly,

9 Thence S 89°42'07" E along the extended north line of Block 83 a distance of 11.70 feet to the easterly margin of Westlake Avenue North and the northwest corner of Block 83,

10 Thence S 25°55'00" E along said easterly margin of Westlake Avenue North a distance of 694.55 feet to the beginning of a curve to the left,

11 Thence southerly and easterly along said curve, concave to the northeast, having a radial bearing of N 64°05'00" E, a radius of 290 feet and a central angle of 63°46'33" an arc distance of 322.80 feet to the True Point of Beginning and the end of this description.

12 Section 2. A copy of the Memorandum of Understanding between the Department of  
13 Parks and Recreation and Seattle Public Utilities, recorded December 3, 2013 under King  
14 County Recording Number 20131203000722, is attached as Attachment 1.

15 Section 3. Parks granted an easement to Puget Sound Energy ("PSE") for PSE to  
16 construct, operate, maintain, repair, replace, improve, remove, and enlarge one utility system for  
17 the purpose of transmission, distribution, and the sale of gas. A copy of this easement is attached  
18 as Attachment 2.

19 Section 4. Parks has resolved the utility issues with Seattle City Light specified in  
20 Section 3 of the vacation petition. A copy of the agreement letter between Seattle City Light and  
21 Parks is attached as Attachment 3.

1           Section 5. The portion of Terry Avenue North and Westlake Avenue North vacated in  
2 Section 1 above is designated as an addition to Lake Union Park and placed under the  
3 jurisdiction of the Department of Parks and Recreation.

4           Section 6. Any act consistent with the authority of this ordinance taken prior to its  
5 effective date is ratified and confirmed.

1 Section 7. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2014.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

12  
13 \_\_\_\_\_  
14 Edward B. Murray, Mayor

15  
16 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

17  
18 \_\_\_\_\_  
19 Monica Martinez Simmons, City Clerk

20 (Seal)

21  
22 Attachment 1 - Memorandum of Understanding Between Parks and SPU

23 Attachment 2 - Easement for PSE

24 Attachment 3 - Agreement Letter Between Parks and City Light

**MEMORANDUM OF UNDERSTANDING, DA2013-100**

for

Operation and Maintenance of Underground Water, Drainage and Wastewater Facilities  
in Vacated Terry Avenue North and Lake Union Park

This Memorandum of Understanding ("Agreement") is made and entered into as of the last date of the signature of the parties, between the Seattle Department of Parks and Recreation ("PARKS") and Seattle Public Utilities ("SPU"), collectively the "Parties":

WHEREAS, in May 2009 PARKS petitioned the Seattle City Council to vacate a portion of Terry Avenue North in Lake Union Park ("Vacation Area"), depicted in Attachment 1 and legally described in Seattle City Clerk File Number 310009 as:

*That portion of the NE ¼ of Section 30, Township 25 North, Range 4 East, W.M., in King County, Washington, being a portion of Terry Avenue North as shown on Sheet 8 of 11 on the Map of Lake Union Harbor (1907). Maps of Lake Union Shorelands as surveyed and platted and approved by the Board of State Land Commissioners of the State of Washington (June 4<sup>th</sup> 1907 and filed with the City of Seattle on July 1<sup>st</sup>, 1907), the Supplemental Plat of Lake Union Shorelands (1933), and the Second Supplemental Maps of Lake Union Shorelands (1962), described as follows:*

*Terry Avenue North lying north of the northerly margin of Valley Street, between Lake Union Shore Lands Blocks 74 and 75, and lying south of the Lake Union State Inner Harbor Line.*

*Containing 51,812.2 sf*

and

WHEREAS, the Seattle City Council's ("Council") conditional grant of vacation of the Vacation Area in December 2009 is conditioned on resolving SPU utility issues to the full satisfaction of SPU prior to the approval of the final vacation ordinance, with the Council directing that PARKS "shall work with the affected utilities and provide for protection of the utility facilities" through "easements, restrictive covenants, relocation agreements, or acquisition of the utilities, which shall be at the sole expense" of PARKS; and

WHEREAS, upon the effective date of the final vacation ordinance the Vacation Area will be incorporated into Lake Union Park, depicted in Attachment 2, a property under the jurisdiction and management of PARKS; and

WHEREAS, SPU currently operates and maintains underground water facilities and drainage and wastewater facilities located in the Vacation Area and Lake Union Park that serve only Lake Union Park; and

WHEREAS, it is the policy of SPU that responsibility for utility facilities, including drainage, wastewater, and water service facilities, that benefit only one property be transferred to the owner of the benefited property; and

WHEREAS, upon the effective date of the final vacation ordinance, SPU desires to transfer to PARKS all responsibility for the drainage, wastewater and water service facilities located in the Vacation Area and Lake Union Park with the exception of all water lines and appurtenances located in the western 30 feet of the southern 25 feet of the Vacation Area including a 6-inch water meter and a pipe union connecting the 6-inch water meter to the other water lines; and

WHEREAS, SPU and PARKS wish to enter into this Agreement to delineate responsibilities for the underground utilities within the Vacation Area and Lake Union Park;

NOW, THEREFORE, in consideration of the terms, conditions and performances contained herein,

EFFECTIVE ON THE EFFECTIVE DATE OF THE ORDINANCE VACATING THE VACATION AREA, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PARKS Responsibility.**

**A. Water.** PARKS accepts responsibility for all existing underground water facilities in the Vacation Area and Lake Union Park except the facilities described in Section 2. A. below ("PARKS Water Facilities").

**B. Drainage and Wastewater.** PARKS accepts responsibility for all existing underground drainage and wastewater facilities in the Vacation Area and Lake Union Park, including the outfall extending into Lake Union from the Vacation Area ("PARKS Drainage and Wastewater Facilities").

**C. Location of PARKS Water, Drainage and Wastewater Facilities.** Although the complete inventory of PARKS' Water Facilities and PARKS' Drainage and Wastewater Facilities is not known because Lake Union Park was previously owned by the United States Navy, Attachments 3 and 4 depict the inventory of existing drainage and wastewater facilities to the best of SPU's and PARKS' current knowledge. PARKS' acceptance of responsibility for drainage and wastewater facilities in Lake Union Park is not limited to the inventory depicted on Attachments 3 and 4.

**D. Scope of Responsibility for PARKS Water, Drainage and Wastewater Facilities.** PARKS is responsible, at its expense, for operation, maintenance, repair, improvement, alteration and replacement of PARKS Water Facilities and PARKS Drainage and Wastewater Facilities as well as installation of any new water and drainage and wastewater facilities deemed necessary by PARKS to serve the needs of the Vacation Area and Lake Union Park.

**E. PARKS Responsibility for Damage to SPU Water Facilities.** PARKS shall be responsible at all times, at its sole cost and expense, for the repair of any and all damage to the SPU Water Facilities (defined in Section 2.A. below) caused by PARKS, its employees or contractors.

**2. SPU Responsibility.**

**A. Water.** SPU retains and accepts responsibility for all water lines and appurtenances ("SPU Water Facilities") located below the surface of the western 30 feet of the southern 25 feet of the Vacation Area ("SPU Use Area") including a 6-inch water meter and a pipe union connecting the 6-inch water meter to the other water lines. The SPU Use Area is the subsurface area depicted on Attachment 5. SPU shall be responsible at all times, at its sole cost and expense, for safely operating and maintaining the SPU Water Facilities in good condition. Maintenance in good condition includes repair, improvement, alteration and replacement of the SPU Water Facilities.

**B. Drainage and Wastewater.** Under Mayoral Executive Order 01-08, SPU is the lead department for the City of Seattle ("City") for matters related to overall permitting requirements for the City's National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit ("NPDES Permit") issued by the Washington State Department of Ecology ("Ecology"). The drainage outfalls extending into Lake Union from the Vacation Area and Lake Union Park ("Lake Union Outfalls"), which are part of PARKS Drainage and Wastewater Facilities, are covered by the City's NPDES Permit. Per Executive Order 01-08, SPU will be responsible for providing PARKS with sufficient information and technical support relating to compliance with the NPDES Permit for PARKS Drainage and Wastewater Facilities, including the Lake Union Outfalls. PARKS shall be responsible for providing SPU all necessary information, reporting elements and supporting material necessary for the PARKS Drainage and Wastewater Facilities, including the Lake Union Outfalls, to comply with the reporting requirements and associated deadlines of the NPDES Permit.

**C. SPU Responsibility for Damage.** Except as provided in Section 4 below, SPU is responsible at all times, at its sole cost and expense, for all damage (including costs of repair or restoration or replacement as applicable) to the Vacation Area and Lake Union Park (including park improvements, paving, surface features, structures, furniture or vegetation) caused by malfunction of the SPU Water Facilities or acts or omissions of SPU or its employees or contractors in connection with exercise of rights or obligations under this Agreement (including access to or operation and maintenance of the SPU Water Facilities).

**3. SPU Use of Lake Union Park and Vacation Area.**

**A. SPU Use of SPU Use Area.** PARKS authorizes SPU to operate and maintain SPU Water Facilities in the SPU Use Area. Operation and maintenance includes, but is not limited to construction, reconstruction, alteration, improvement, inspection, operation, maintenance and repair.



**B. SPU Access and Work.** Lake Union Park is heavily used by the public with many scheduled special events. Consequently, SPU shall have pedestrian access to the SPU Use Area for inspection purposes at all times so long as due care is taken to protect the public. For all other access and activities, except emergency repairs, SPU shall coordinate with and obtain written permission from PARKS prior to any use or occupancy of the Vacation Area or Lake Union Park, including access by vehicles or heavy equipment. Except in case of emergency, SPU shall notify PARKS in writing at least five (5) working days in advance of any anticipated use or occupancy of the Vacation Area or Lake Union Park or access by vehicles or heavy equipment and shall specify the scope and duration of the use, occupancy or access. Written permission from PARKS means acknowledgement of SPU's desired use or occupancy or access by vehicles or heavy equipment and approval from PARKS in writing of scope of work, timing, duration and restoration. SPU shall complete all work as expeditiously as possible and, except as provided in Section 4 below, shall restore the Vacation Area and Lake Union Park to the condition existing prior to initiation of work to the extent feasible.

**C. Fees.** SPU will pay for PARKS staff time, at the prevailing rate for staff time under the revocable use fee schedule, to review SPU requests. SPU will not be obligated to pay PARKS any other fees to use or occupy the Vacation Area or Lake Union Park while working under the terms of this Agreement, including but not limited to application fees, daily use fees, or revocable use permit fees.

PARKS shall invoice SPU for these services. The invoice will include a break down listing the names of PARKS staff that reviewed the SPU requests, their salary rate, overhead rates and number of hours worked on the SPU request.

Invoices will be mailed to:

SPU Accounts Payable  
PO Box 34018  
Seattle WA 98124-4018

**4. Limitations on PARKS Use of Vacation Area.** PARKS shall not construct or install or permit the construction or installation of any structure, building, fence, wall, rockery, or obstruction of any kind in the SPU Use Area, nor plant or permit the planting of trees or shrubbery within the SPU Use Area without prior written permission from SPU. Unless otherwise agreed by SPU, PARKS shall be responsible for all costs of removal, relocation and reinstallation of any new structure or landscaping that interferes with SPU's operation and maintenance (as defined in Subsection 3.A. above) of the SPU Water Facilities.

PARKS shall not install or permit installation of new utility facilities, such as conduits, cables, pipelines, vaults, poles, posts, whether public or private, within five (5) horizontal feet of the SPU Water Facilities as depicted in Attachment 5. In addition, any utility facility crossing the SPU Water Facilities must be a minimum of 18 vertical inches away from the SPU Water Facilities. SPU will provide more detailed information about location of SPU Water Facilities upon request.

5. **Notices.** All notices, requests for approval and approvals shall be given in writing and shall be delivered by mail or fax to the appropriate party at the addresses below:

Seattle Department of Parks and Recreation  
Manager, Property and Acquisition Services  
800 Maynard Avenue South; 4<sup>th</sup> Floor  
Seattle, WA 98134-1336  
Fax: 206-233-7038

Seattle Public Utilities  
Division Director, Facilities and Real Property Services  
700 Fifth Avenue, Suite 4900  
PO Box 34018  
Seattle WA 98124-4018  
Fax: 206-615-1215

6. **Termination.** This Agreement shall continue and be in force until SPU permanently removes or decommissions the SPU Water Facilities. At such time as SPU no longer requires the SPU Water Facilities, SPU shall be responsible for removing, or decommissioning the SPU Water Facilities in the SPU Use Area at its sole cost and expense.

7. **Dispute Resolution.** The Parties agree that should any disagreement, disputes, damages or the need for further clarifications arise between the Parties in carrying out the Agreement, the Parties shall attempt to resolve the matter at the lowest possible administrative level. Only when necessary shall the dispute or matter be elevated to the respective appointed (Council approved) Department heads (Director or Superintendent) for resolution or approval.

8. **Modification of Agreement.** This Agreement may be modified by written amendment to this Agreement signed by both Parties.

SEATTLE DEPARTMENT OF PARKS  
AND RECREATION


By: 

Date: October 17, 2013

CHRISTOPHER WILLIAMS  
Printed Name:

JOINT SUPERINTENDENT  
Title

SEATTLE PUBLIC UTILITIES

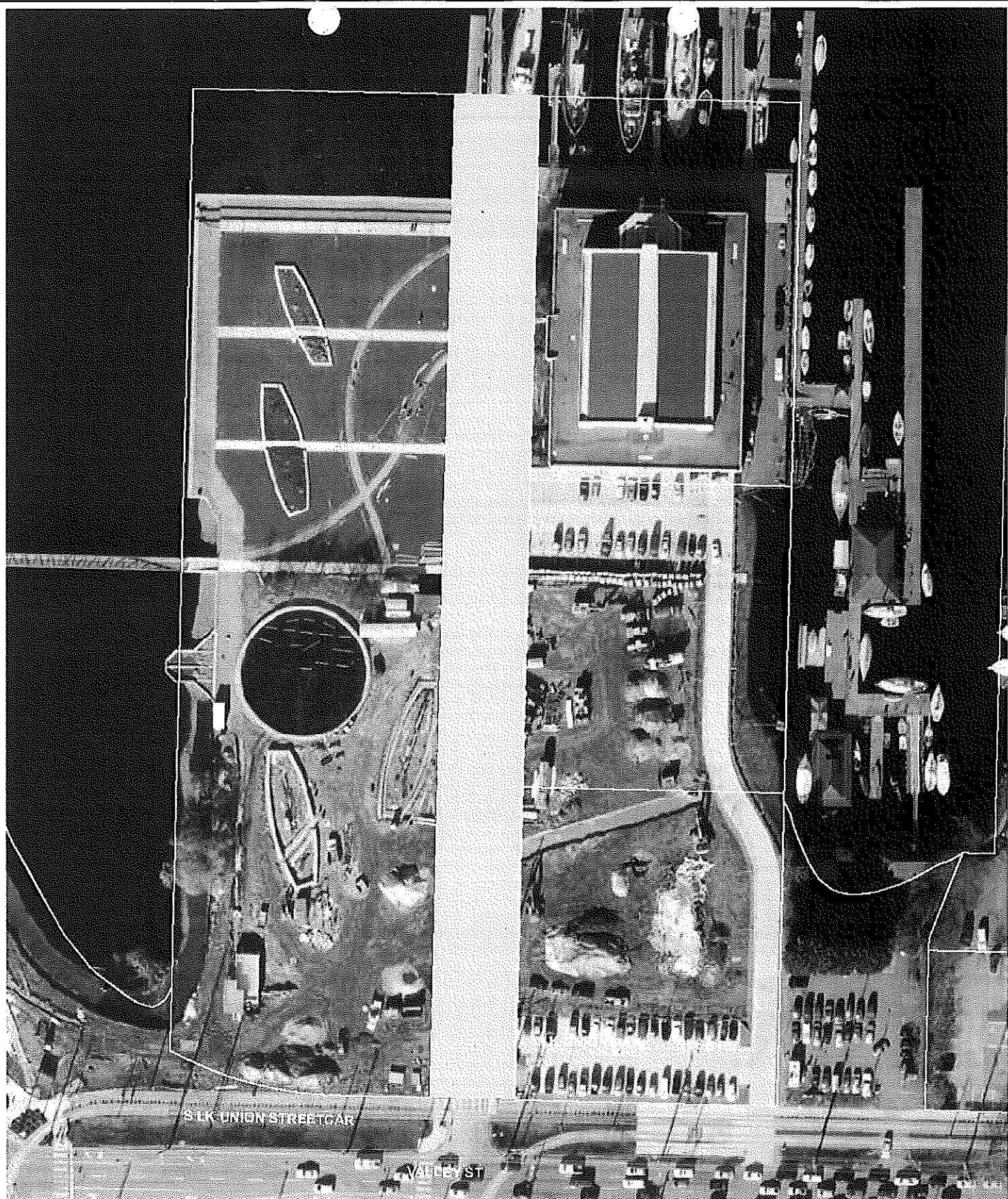
By: 

Date: 11/5/13

Ray Hoffman  
Printed Name

Director  
Title

- Attachment 1: Vacation Area
- Attachment 2: Lake Union Park
- Attachment 3: Area Containing Water Facilities belonging to PARKS
- Attachment 4: Area Containing Drainage and Wastewater Facilities belonging to PARKS
- Attachment 5: SPU Area



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accompany this product.

Map date: January 3, 2012

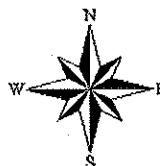
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25 0 25 50 75 100



Feet

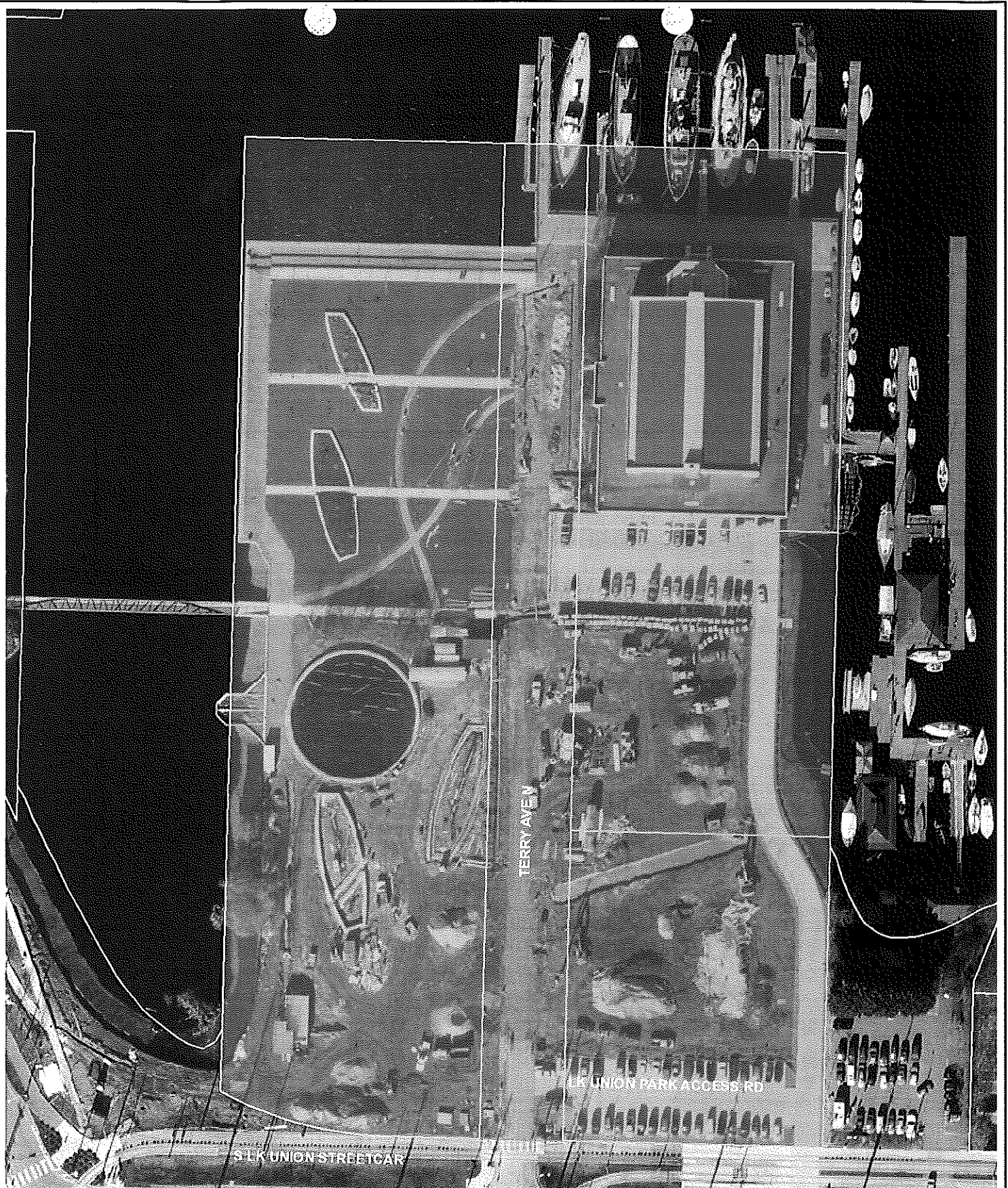
1 Inch = 100 feet



### Legend

- Parcel Boundary
- Vacation Area





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accompany this product.

Map date: January 3, 2012

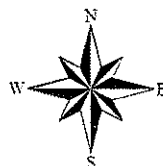
## Lake Union Park

25 0 25 50 75 100



Feet

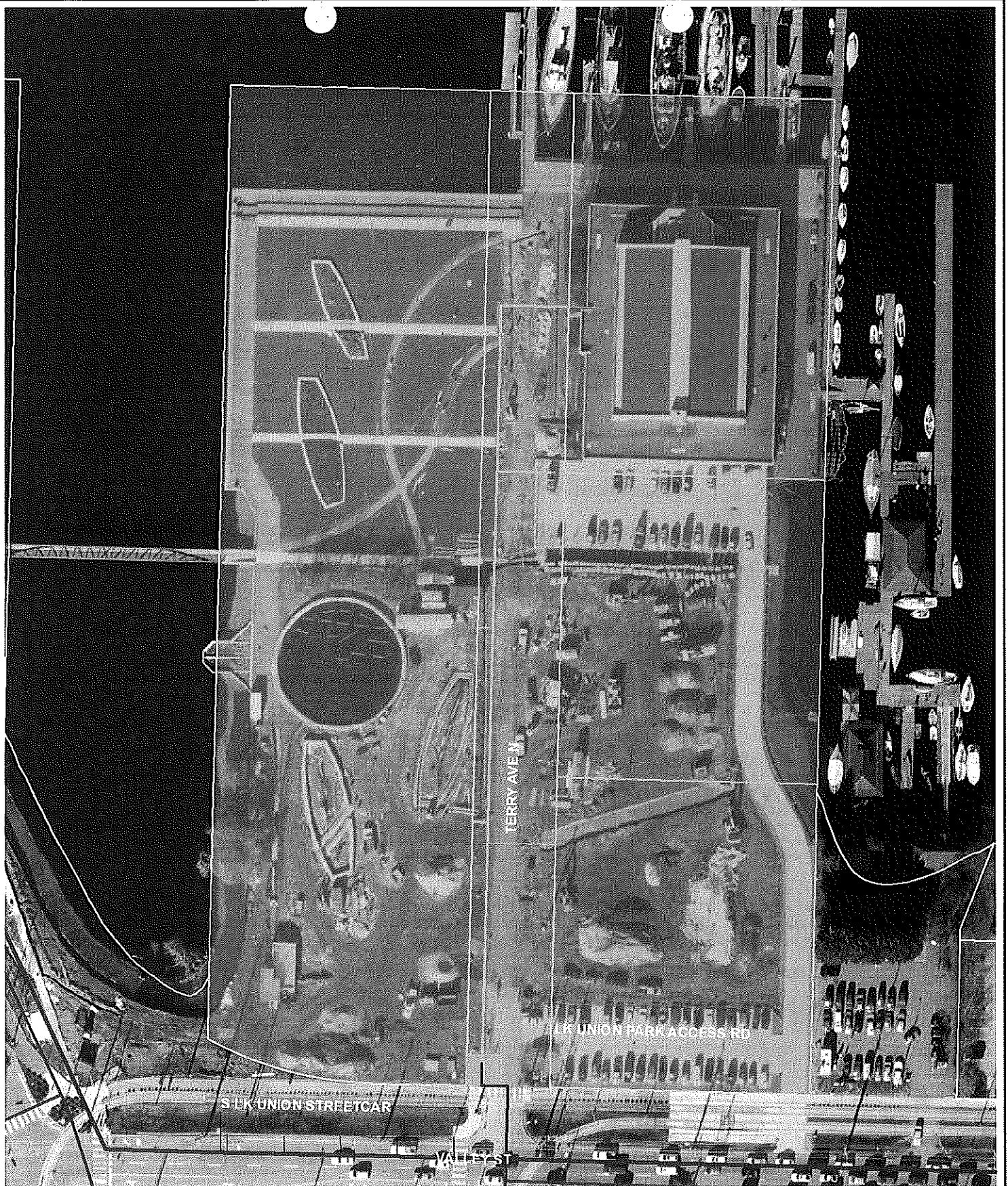
1 inch = 100 feet



### Legend

 Lake Union Park





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Map date: January 3, 2012

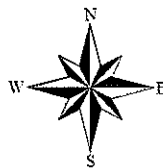
## Lake Union Park

25 0 25 50 75 100



Feet

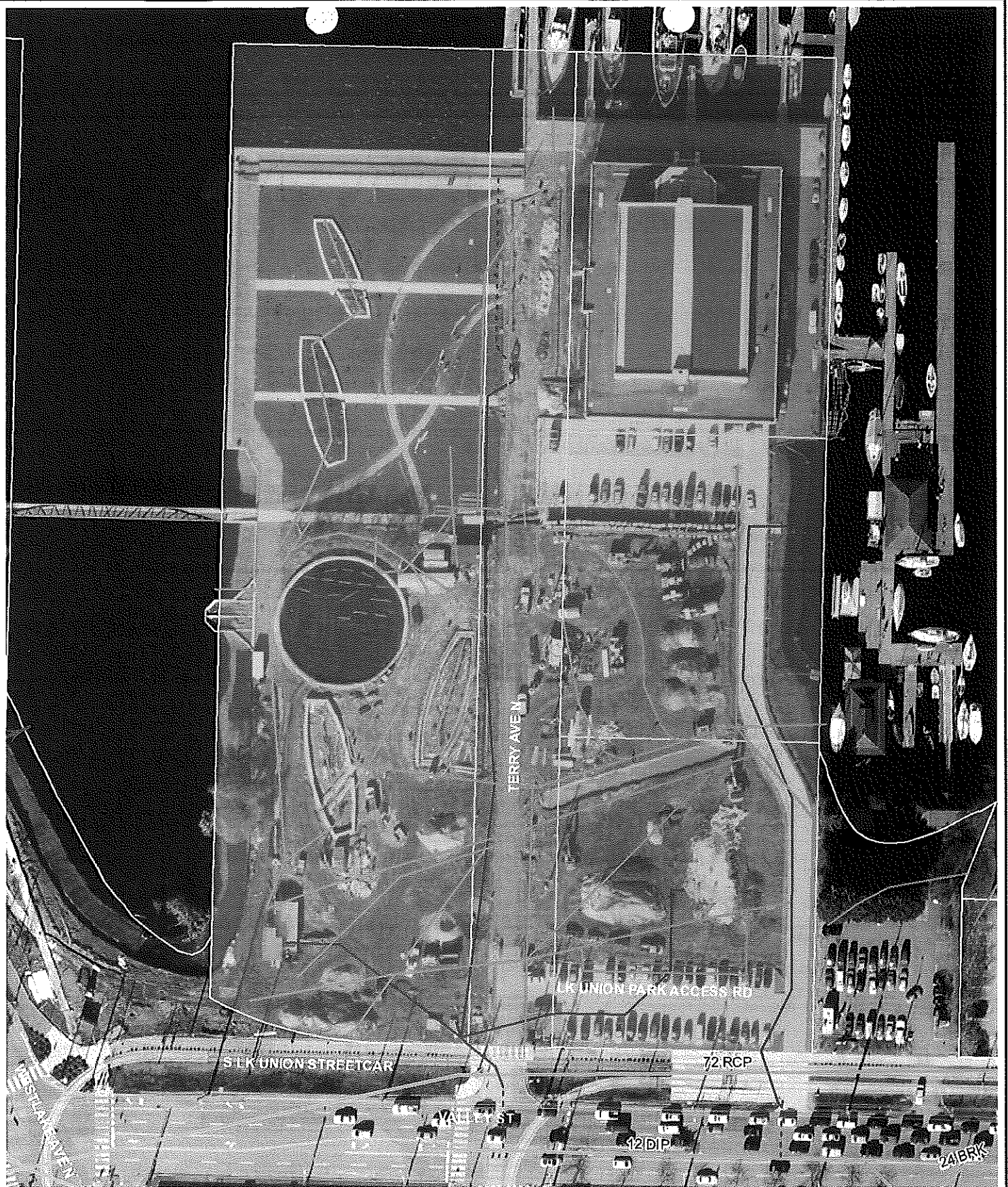
1 inch = 100 feet



### Legend

- PARKS Water Facilities
- SPU Water Facilities
- PARKS Area
- SPU Area





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accompany this product.

Map date: January 3, 2012

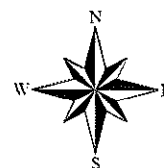
## Lake Union Park

25 0 25 50 75 100



Feet

1 inch = 100 feet



### Legend

- PARKS Wastewater Facilities
- PARKS Drainage Facilities
- Combined Mainline
- PARKS Area





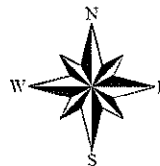
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Map date: January 3, 2012

## Lake Union Park

25 0  
Feet  
1 inch = 30 feet



### Legend

-  SPU Water Facilities
-  SPU Area



**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: R/W Department (JLA)  
P.O. Box 90868 / EST-06W  
Bellevue, WA 98009



20131031000244

PUGET SOUND EN EAS 76.00  
PAGE 001 OF 005  
10/31/2013 09:16  
KING COUNTY, WA

**EXCISE TAX NOT REQUIRED**

King County Records Division

By Walt Cluff

Deputy

**EASEMENT AGREEMENT**

ORIGINAL

**REFERENCE #**

**GRANTOR:**

CITY OF SEATTLE, a Washington municipal corporation

**GRANTEE:**

PUGET SOUND ENERGY, INC.

**SHORT LEGAL:**

Portion of NE 30-25-04

**ASSESSOR'S PROPERTY TAX PARCEL:** 408880-3230, -3210, -3170, -3175

CITY OF SEATTLE, a Washington municipal corporation ("Grantor" herein), insofar as Grantor has rights or title, or any hereafter acquired rights or title, hereby grants without warranty to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement ("Easement") under and on a portion of the following described real property ("Property" herein) in King County, Washington:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING A PORTION OF TERRY AVE NORTH AS SHOWN ON SHEET 8 OF 11 ON THE MAP OF LAKE UNION HARBOR (1907), MAPS OF LAKE UNION SHORELANDS AS SURVEYED AND PLATTED AND APPROVED BY THE BOARD OF STATE LAND COMMISSIONERS OF THE STATE OF WASHINGTON (JUNE 4<sup>TH</sup>, 1907 AND FILED WITH THE CITY OF SEATTLE ON JULY 1<sup>ST</sup>, 1907), THE SUPPLEMENTAL PLAT OF LAKE UNION SHORELANDS (1933), AND THE SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS (1962), DESCRIBED AS FOLLOWS:

TERRY AVENUE NORTH LYING NORTH OF THE NORTHERLY MARGIN OF VALLEY STREET, BETWEEN LAKE UNION SHORE LANDS BLOCKS 74 AND 75, AND LYING SOUTH OF THE LAKE UNION STATE INNER HARBOR LINE.

The portion of the Property that is subject to the Easement is depicted in Exhibit "A" and described as follows: A strip of land that is Ten (10) feet in width having Five (5) feet of such width on each side of a centerline described as follows ("Easement Area"):

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge one utility system for the purpose of transmission, distribution and sale of gas within the Easement Area. Such systems may include, but are not limited to:

Underground facilities, Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; With limited surface appurtenances such: semi-buried or ground-mounted facilities and pads, manholes and meters necessary for inspection and monitoring purposes

Grantee may, from time to time, construct such additional facilities as it may require for such systems, but surface appurtenances shall be limited to those that are necessary for inspection and monitoring purposes and that are reasonably compatible with park use of the Property.

2. **Limitations on Grantee's use.** Lake Union Park is heavily used by the public with many scheduled special events. Consequently, Grantee shall have pedestrian access for its employees and contractors across the Property to the Easement Area for inspection purposes at all times so long as due care is taken to protect the public. For all other activities, except emergency repairs, Grantee shall apply for and obtain a Revocable Use Permit (or other permit or license as required by the Superintendent of Parks and Recreation) and pay such fees as may be applicable prior to any use or occupancy or disturbance of the surface of the Easement Area or any other portion of the Property or Lake Union Park, including access by vehicles or heavy equipment. Grantee shall complete all work as expeditiously as possible and shall be responsible at all times, at its sole cost and expense, for all damage (including costs of repair or restoration or replacement as applicable) to the Easement Area, the Property and Lake Union Park caused by Grantee, its employees, agents, contractors or consultants.

3. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. **Notices.** All notices, written correspondence, requests for approval or consent, approvals and permits shall be given in writing and shall be delivered to the appropriate party at the addresses below:

New Lake Union Park  
Seattle CF No 310009 / RW-073006  
Page 1 of 5

10, 2014

n #3

Grantor:  
Seattle Department of Parks and Recreation  
Manager, Property and Acquisition Services  
800 Maynard Avenue South, 4th Floor  
Seattle, WA 98134-1336

Grantee:  
Puget Sound Energy  
Attn: Central Right of Way Department  
PO Box 90734, Mail Stop EST-05W  
Bellevue, WA 98004

5. **Indemnity.** Grantee shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

Grantee agrees to defend, save and hold harmless Grantor and its officers, officials, employees, agents, and successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property (except as provided below), caused by the acts or omissions of Grantee, its assigns, agents, contractors, licensees, invitees, employees, in its use or occupancy of the Easement Area, the Property and Lake Union Park. This obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of Grantor, its successors or assigns, and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantor, its successors or assigns and/or their agents or employees and (b) Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115 (construction/road improvements), then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee, its agents or employees. So as to give full force and effect to Grantee's indemnity obligation contained herein and not for the benefit of any person, Grantee specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties. This provision shall not be interpreted or construed as a waiver of Grantee's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall Grantee's indemnification obligations under this Easement Agreement be limited to the extent of any insurance available to or provided by Grantee.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, the Easement and this Easement Agreement shall terminate, except for the indemnity obligations of Grantee, and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement Agreement to a successor entity authorized to distribute and sell natural gas in the State of Washington. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 17<sup>th</sup> day of October, 2013.

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation

BY: Christa Z. Hill

ITS: Acting Superintendent

GRANTEE:

Puget Sound Energy, a Washington corporation

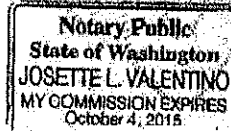
BY: J. Powell

ITS: Supervise Real Estate

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } SS

On this 17th day of OCTOBER, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTOPHER WILLIAMS to me known to be the person(s) who signed as Mayor of CITY OF SEATTLE, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be \_\_\_\_\_ free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Josette L. Valentino  
(Signature of Notary)

JOSETTE L. VALENTINO  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at KING COUNTY

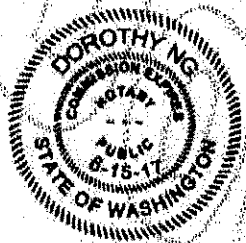
My Appointment Expires: 10/4/2015

Notary seal, and all notations must be inside 1" margin

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the person(s) who signed as \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be \_\_\_\_\_ free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that \_\_\_\_\_ was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



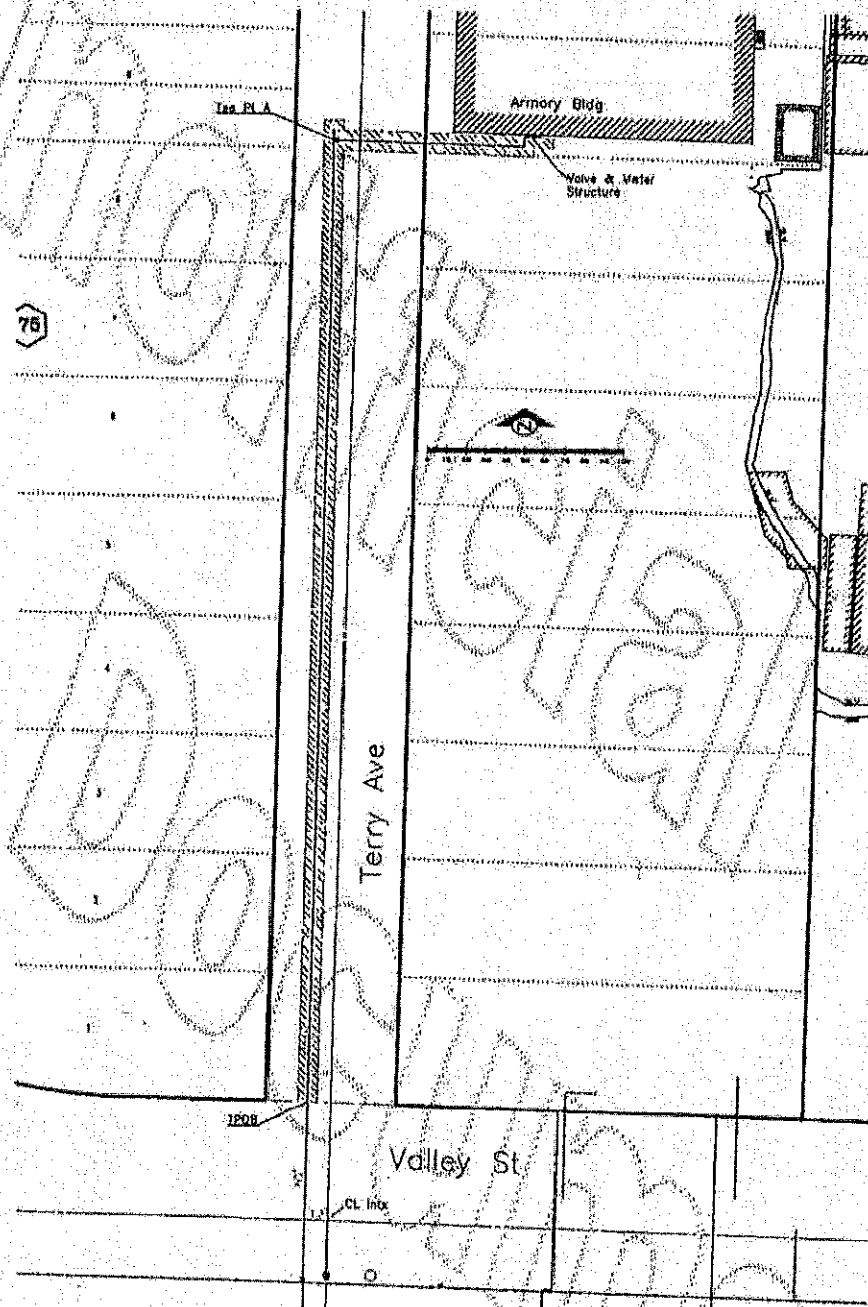
Dorothy Ng  
(Signature of Notary)

Dorothy Ng  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My Appointment Expires: 8-15-17

EXHIBIT "A"



## EXHIBIT "B"

That portion of Terry Avenue North lying north of the northerly margin of Valley Street, between Lake Union Shore Lands Blocks 74 and 75 and lying south of the Lake Union State Inner Harbor Line, described as follows:

Commencing at the centerline intersection of Terry Avenue North and Valley Street, thence N 88°33'14" W along said centerline of Valley Street a distance of 12.03 feet to an intersection with an existing 4 inch gas line. Thence N 1°20'42" E along said 4 inch gas line a distance of 60.00 feet to the northerly margin of Valley Street and the True Point of Beginning.

Thence continuing N 1°20'42" E along said 4 inch gas line a distance of 489.60 feet to a tee to the east herein designated P1 A.

Thence continuing N 1°20'42" E a distance of 10.00 feet more or less to a point 5.00 feet northerly of the northerly end of said 4 inch gas line.

### TOGETHER WITH

Commencing at P1 A, thence S 88°26'18" E a distance of 96.50 feet.

Thence N 1°27'20" E a distance of 5.00 feet.

Thence S 88°26'29" E a distance of 15.00 feet to a point 5.00 feet easterly of the existing valve and meter structure on the south side of the building known as the "Armory Building" and the end of this description.

Note: The legal description was developed using "locates" of the existing gas facility. The actual alignment may be off by up to 3' in either direction.



## City of Seattle

Michael Patrick McGinn, Mayor

**Your Seattle City Light**  
Jorge Carrasco, Superintendent

August 29, 2012

Seattle Department of Parks and Recreation  
Attn: Donald Harris  
800 Maynard Ave. S, 4<sup>th</sup> Floor  
Seattle, WA 98134-1336

Re. Terry Avenue North and Portion of Westlake Avenue North Street Vacations

Dear Mr. Harris,

This letter is to notify you that the utility issues specified in Section 3. of the Terry Avenue North and portion of Westlake Avenue North vacation petition approval, under Clerk's File No. 310009, have been resolved to the full satisfaction of Seattle City Light.

Seattle City Light has installed an extensive system of underground and overhead electrical facilities within South Lake Union Park and within those portions of Terry Avenue North and Westlake Avenue North to be vacated, all of which serve the Department of Parks and Recreation and its tenants at this park. Since Parks is a customer of City Light at this location, no further agreements are required between the two departments. Please sign below and return one copy of this letter indicating your agreement with, and approval of, the foregoing.

Please feel free to contact me to if you have questions, at (206) 684-3324.

Sincerely,

A handwritten signature in black ink, appearing to read 'John J. Bresnahan'.

John J. Bresnahan  
Seattle City Light  
Senior Real Property Agent

Agreed and Approved:

A handwritten signature in black ink, appearing to read 'Donald Harris'.

Donald Harris  
Department of Parks and Recreation  
Manager, Property & Acquisition Services



700 Fifth Avenue, P.O. Box 34023, Seattle, WA 98124-4023  
Tel: (206) 684-3000, TTY/TDD: (206) 684-3225, Fax: (206) 625-3709

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation	Beverly Barnett/684-7564	Christie Parker/684-5211

**Legislation Title:**

AN ORDINANCE vacating a portion of Terry Avenue North, on the petition of the Seattle Department of Parks and Recreation (Clerk File 310009); designating the vacated portion of Terry Avenue North and Westlake Avenue North as an addition to Lake Union Park, and placing it under jurisdiction of the Department of Parks and Recreation.

**Summary of the Legislation:**

This Council Bill completes the vacation process for a portion of Terry Avenue North and Westlake Avenue North on the petition of the Seattle Department of Parks and Recreation (the "Petitioner" or "Parks") as part of the development and enhancement of Lake Union Park.

**Background:**

The Petitioner sought vacation of a portion of Terry Avenue North and Westlake Avenue North in South Lake Union. On December 7, 2009, the City Council voted to conditionally grant the vacation petition. Lake Union Park includes about 12 acres of property and provides open space park activities. The portion of Terry Avenue North that Parks petitioned to vacate divides the main portion of the park into two pieces. This portion of Terry Avenue North is developed as open space serving the general public and the vacation supports a cohesive design of Lake Union Park, emphasizing pedestrian access and a quiet enjoyment of the space. The portion of Westlake Avenue North will be developed as part of the Native American Canoe Center.

Parks has met its public benefit requirement by developing the former street right-of-way as open space serving the general public.

Parks has satisfied all the conditions imposed by City Council.

Please check one of the following:

☒ **This legislation does not have any financial implications.**

☐ **This legislation has financial implications.**

**Other Implications:**

a) **Does the legislation have indirect financial implications, or long-term implications?**  
This legislation does not accept nor appropriate funds.

b) **What is the financial cost of not implementing the legislation?**  
The vacation petition, already approved by the Seattle City Council, obligates the City to complete the vacation process, provided the Petitioner meets all the conditions imposed by the City Council. The Petitioner has met all the conditions. Therefore, by not implementing this legislation, the City could be in violation of its obligations, which could have financial implications.

c) **Does this legislation affect any departments besides the originating department?**  
No. As part of the initial vacation review process, all interested departments were notified of the vacation petition and asked to comment. Any identified issues were resolved prior to the approval of this final legislation.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**  
None. This legislation completes the vacation process.

e) **Is a public hearing required for this legislation?**  
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No.

g) **Does this legislation affect a piece of property?**  
Yes. It completes the vacation of right-of-way.

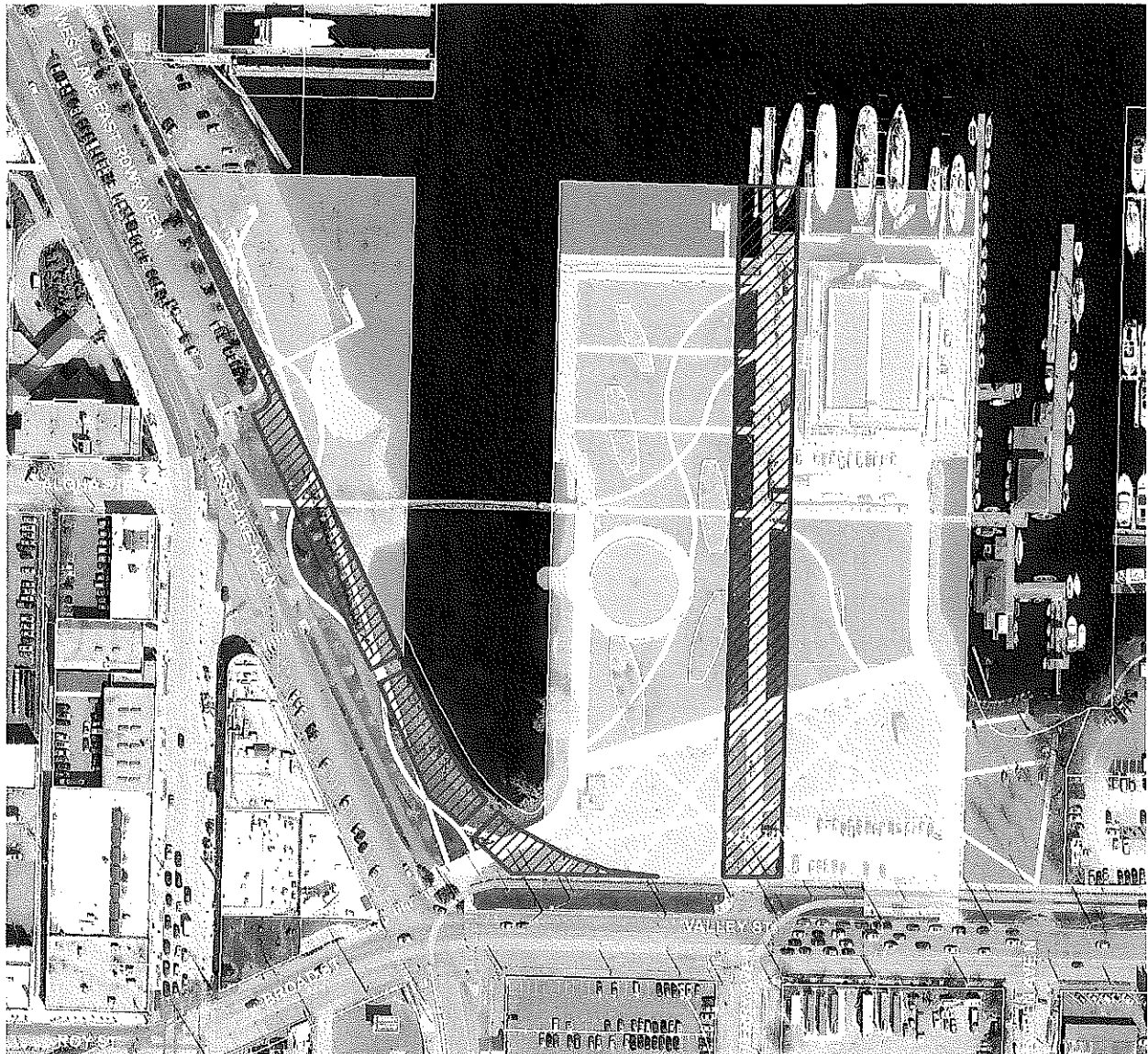
h) **Other Issues:**  
None

**List attachments to the fiscal note below:**

Attachment A: Street Vacation Area Map



## Attachment A – Street Vacation Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.



**City of Seattle**  
**Edward B. Murray**  
**Mayor**

April 22, 2014

Honorable Tim Burgess  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor


Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill that completes the street vacation process for the Seattle Department of Parks and Recreation (Parks). Parks sought to vacate a portion of Terry Avenue North that separated Lake Union Park into two pieces, along with a portion of Westlake Avenue North that was developed as part of the park.

On December 7, 2009, the City Council voted to conditionally grant the petition to vacate a portion of Terry Avenue North and Westlake Avenue North. Parks proposed the street vacation of the right-of-way through the park grounds and relocated access to the edge of the park. Lake Union Park is designed to optimize access to water and green space, connect the surrounding neighborhoods, and celebrate the cultural, industrial, and maritime heritage of the city and region. Park features include a restored shoreline, a pedestrian bridge, a model boat pond, a history trail, a fountain of water jets, boat launching area, a grove of trees, footpaths, park benches, and infrastructure to support large events. The vacation supports a cohesive design and operation of the park. The vacation makes the public open space provided at Lake Union Park permanently available to the public because park property is afforded special protections under Ordinance 118477.

Parks has met its public benefit requirement for this vacation by developing the former right-of-way as open space for the general public. The proposed legislation supports the City's vision for Lake Union Park. Thank you for your support of this legislation. If you have any questions, please contact Beverly Barnett at (206) 684-7564.

Sincerely,



Edward B. Murray  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council